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8 INSURANCE COMPANY

9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**
11

12 FEDERAL INSURANCE COMPANY,
13 an Indiana Corporation,

14 Plaintiff,

15 v.

16 ZENITH MANUFACTURING, INC.;
17 PRISM MFG, INC.; PRISM
STRUCTURES, INC.; HALLER, LLC;
18 SPHERE ALLIANCE INC. DBA
ADVANCED AIRCRAFT SEAL;
19 FINOVA, LLC; FLARE GROUP DBA
AVIATION EQUIPMENT
20 PROCESSING; FLARE HOLDINGS,
LLC; DORA DORA, LLC; MAD
21 ATOM, LLC; PRISM AEROSPACE;
STYLEX, LLC ; COAST TO COAST
22 MANUFACTURING; TORRANCE
ALUMINUM; FIRE WINDOWS &
23 DOORS; GENESIS AERO
STRUCTURES; GATEWAY
24 BUSINESS COMPLEX, LLC; AND;
GRAND TERRACE HOLDINGS,
LLC,

25 Defendants.

26 ZENITH MANUFACTURING, INC.;
27 PRISM MFG, INC.; PRISM
STRUCTURES, INC.; HALLER, LLC;
SPHERE ALLIANCE, INC. DBA
28 ADVANCED AIRCRAFT SEAL:

Case No. 5:24-cv-00519-TJH(SHKx)

**STIPULATION FOR PROTECTIVE
ORDER**

Judge: Honorable Terry J. Hatter, Jr.

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1 FINOVA, LLC; FLARE GROUP DBA
2 AVIATION EQUIPMENT
3 PROCESSING; FLARE HOLDINGS,
4 LLC; DORA DORA, LLC' MAD
5 ATOM, LLC; PRISM AEROSPACE;
6 STYLEX LLC DBA COAST TO
7 COAST MANUFACTURING
8 TORRANCE ALUMINUM
9 WINDOWS DBA TORRANCE
10 ALUMINUM AND FIRE WINDOWS
11 & DOORS; GENESIS AERO
12 STRUCTURES, LLC; GATEWAY
13 BUSINESS COMPLEX, LLC;
14 GRAND TERRANCE HOLDINGS,
15 LLC,

16 Counterclaimants,

17 Vs.

18 FEDERAL INSURANCE COMPANY,
19 an Indiana Corporation;

20 Counterdefendant.

21 ZENITH MANUFACTURING, INC.;
22 PRISM MFG, INC.; PRISM
23 STRUCTURES, INC.; HALLER, LLC;
24 SPHERE ALLIANCE, INC. DBA
25 ADVANCED AIRCRAFT SEAL
26 FINOVA, LLC; FLARE GROUP DBA
27 AVIATION EQUIPMENT
28 PROCESSING; FLARE HOLDINGS,
29 LLC; DORA DORA LLC; MAD
30 ATOM LLC; PRISM AEROSPACE;
31 STYLEX LLC DBA COAST TO
32 COAST MANUFACTURING;
33 TORRANCE ALUMINUM
34 WINDOWS DBA TORRANCE
35 ALUMINUM AND FIRE WINDOWS
36 & DOORS; GENESIS AERO
37 STRUCTURES, LLC; GATEWAY
38 BUSINESS COMPLEX, LLC;
39 GRAND TERRANCE HOLDINGS,
40 LLC,

41 Crossclaimants,

42 Vs.

43 FEDERA,

44 Crossdefendant.

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STIPULATION

1
2 1. IT IS HEREBY STIPULATED pursuant to Fed. R. Civ. P. 26(c) by
3 and between Plaintiff FEDERAL INSURANCE COMPANY, ("Plaintiff"/"Counter-
4 defendant"), Defendants ZENITH MANUFACTURING, INC.; PRISM MFG, INC.;
5 PRISM STRUCTURES, INC.; HALLER, LLC; SPHERE ALLIANCE, INC. DBA
6 ADVANCED AIRCRAFT SEAL; FINOVA LLC; FLARE GROUP DBA
7 AVIATION EQUIPMENT PROCESSING; FLARE HOLDINGS LLC; DORA
8 DORA LLC; MAD ATOM LLC; PRISM AEROSPACE; STYLEX LLC DBA
9 COAST TO COAST MANUFACTURING; TORRANCE ALUMINUM
10 WINDOWS DBA TORRANCE ALUMINUM AND FIRE WINDOWS & DOORS;
11 GENESIS AERO STRUCTURES, LLC; GATEWAY BUSINESS COMPLEX,
12 LLC; GRAND TERRACE HOLDINGS, LLC
13 ("Defendants"/Counterclaimant"/"Cross-Complainant"), and DOCHTERMAN
14 INSURANCE SERVICES, INC. (erroneously sued as PRECISION
15 MANUFACTURING INSURANCE SERVICES) ("Third-Party Defendant")
16 through their respective attorneys of record, that a Protective Order ("Order" or
17 "Stipulated Protective Order") may be entered by the Court in this action as follows:

1.1 PURPOSES AND LIMITATIONS

19 Disclosure and discovery activity in this Action are likely to involve
20 production of confidential, proprietary, or private information for which special
21 protection from public disclosure and from use for any purpose other than
22 prosecuting this litigation may be warranted.

23 The parties acknowledge that this Order does not confer blanket protections
24 on all disclosures or responses to discovery and that the protection it affords from
25 public disclosure and use extends only to the limited information or items that are
26 entitled to confidential treatment under the applicable legal principles.

27 The parties further acknowledge that this Stipulated Protective Order does not
28 govern the use at trial of material designated under this Order. The use of designated

1 material at trial shall be governed by the Orders of the trial judge.

2 1.2 GOOD CAUSE STATEMENT

3 This Action is likely to involve trade secrets, customer and pricing
4 information and other valuable research, development, commercial, financial,
5 technical and/or proprietary information for which special protection from public
6 disclosure and from use for any purpose other than prosecution of this Action is
7 warranted.

8 Such confidential and proprietary materials and information consist of, among
9 other things, confidential business or financial information, information regarding
10 confidential business practices, or other confidential research, development, or
11 commercial information (including information implicating privacy rights of third
12 parties), information otherwise generally unavailable to the public, or which may be
13 privileged or otherwise protected from disclosure under state or federal statutes,
14 court rules, case decisions, or common law.

15 Accordingly, to expedite the flow of information, to facilitate the prompt
16 resolution of disputes over confidentiality of discovery materials, to adequately
17 protect information the parties are entitled to keep confidential, to ensure that the
18 parties are permitted reasonable necessary uses of such material in preparation for
19 and in the conduct of trial, to address their handling at the end of the litigation, and
20 serve the ends of justice, a protective order for such information is justified in this
21 matter.

22 It is the intent of the parties that information will not be designated as
23 confidential for tactical reasons and that nothing be so designated without a good
24 faith belief that it has been maintained in a confidential, non-public manner, and
25 there is good cause why it should not be part of the public record of this case.

26 2. DEFINITIONS

27 2.1 Action: Federal Insurance Company v. Zenith Manufacturing,
28 Inc., et al. Case No. 5:24-cv-00519-TJH-SHKx, pending in the United States

District Court for the Central District of California.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement

2.4 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items: extremely sensitive "Confidential Information or Items," disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.6 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

2.7 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.8 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.9 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.10 Non-Party: any natural person, partnership, corporation,

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1 association, or other legal entity not named as a Party to this action.

2 2.11 Outside Counsel of Record: attorneys who are not employees of
3 a party to this Action but are retained to represent or advise a party to this Action
4 and have appeared in this Action on behalf of that party or are affiliated with a law
5 firm which has appeared on behalf of that party, and includes support staff.

6 2.12 Party: any party to this Action, including all of its officers,
7 directors, employees, consultants, retained experts, and Outside Counsel of Record
8 (and their support staffs).

9 2.13 Producing Party: a Party or Non-Party that produces Disclosure
10 or Discovery Material in this Action.

11 2.14 Professional Vendors: persons or entities that provide litigation
12 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
13 demonstrations, and organizing, storing, or retrieving data in any form or medium)
14 and their employees and subcontractors.

15 2.15 Protected Material: any Disclosure or Discovery Material that is
16 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
17 ATTORNEYS' EYES ONLY."

18 2.16 Receiving Party: a Party that receives Disclosure or Discovery
19 Material from a Producing Party.

20 3. SCOPE

21 The protections conferred by this Stipulated Protective Order cover not only
22 Protected Material (as defined above), but also (1) any information copied or
23 extracted from Protected Material; (2) all copies, excerpts, summaries, or
24 compilations of Protected Material; and (3) any testimony, conversations, or
25 presentations by Parties or their Counsel that might reveal Protected Material.

26 Any use of Protected Material at trial shall be governed by the orders of the
27 trial judge. This Order does not govern the use of Protected Material at trial.

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1 4. DURATION

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order shall remain in effect until a Designating Party agrees
4 otherwise in writing or a court order otherwise directs. Final disposition shall be
5 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
6 or without prejudice; and (2) final judgment herein after the completion and
7 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
8 including the time limits for filing any motions or applications for extension of time
9 pursuant to applicable law.

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for
12 Protection. Each Party or Non-Party that designates information or items for
13 protection under this Order must take care to limit any such designation to specific
14 material that qualifies under the appropriate standards. The Designating Party must
15 designate for protection only those parts of material, documents, items, or oral or
16 written communications that qualify so that other portions of the material,
17 documents, items, or communications for which protection is not warranted are not
18 swept unjustifiably within the ambit of this Order.

19 Mass, indiscriminate, or routinized designations are prohibited. Designations
20 that are shown to be clearly unjustified or that have been made for an improper
21 purpose (e.g., to unnecessarily encumber the case development process or to impose
22 unnecessary expenses and burdens on other parties) may expose the Designating
23 Party to sanctions.

24 If it comes to a Designating Party's attention that information or items that it
25 designated for protection do not qualify for protection, that Designating Party must
26 promptly notify all other Parties that it is withdrawing the inapplicable designation.

27 5.2 Manner and Timing of Designations. Except as otherwise
28 provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as

1 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
2 protection under this Order must be clearly so designated before the material is
3 disclosed or produced.

4 Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic
6 documents, but excluding transcripts of depositions or other pretrial or trial
7 proceedings), that the Producing Party affix at a minimum, the legend
8 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
9 ONLY" to each page that contains protected material. If only a portion or portions
10 of the material on a page qualifies for protection, the Producing Party also must
11 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
12 margins).

13 (b) for testimony given in depositions, that the Designating Party
14 identify the Disclosure or Discovery Material on the record, before the close of the
15 deposition all protected testimony.

16 (c) for information produced in some form other than documentary and
17 for any other tangible items, that the Producing Party affix in a prominent place on
18 the exterior of the container or containers in which the information is stored the
19 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
20 EYES ONLY." If only a portion or portions of the information warrants protection,
21 the Producing Party, to the extent practicable, shall identify the protected portion(s).

22 5.3 Inadvertent Failures to Designate. If timely corrected, an
23 inadvertent failure to designate qualified information or items does not, standing
24 alone, waive the Designating Party's right to secure protection under this Order for
25 such material. Upon timely correction of a designation, the Receiving Party must
26 make reasonable efforts to assure that the material is treated in accordance with the
27 provisions of this Order.

28 / / /

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first or establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a

1 Receiving Party must comply with the provisions of section 13 below (FINAL
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a
4 location and in a secure manner that ensures that access is limited to the persons
5 authorized under this Order.

6 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
7 otherwise ordered by the court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated
9 "CONFIDENTIAL" only to:

10 (a) the Receiving Party's Outside Counsel of Record in this Action, as
11 well as employees of said Outside Counsel of Record to whom it is reasonably
12 necessary to disclose the information for this Action;

13 (b) the officers, directors, and employees (including House Counsel) of
14 the Receiving Party to whom disclosure is reasonably necessary for this Action;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom
16 disclosure is reasonably necessary for this Action and who have signed the
17 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional
21 Vendors to whom disclosure is reasonably necessary for this Action and who have
22 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

23 (g) the author or recipient of a document containing the information or
24 a custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in
26 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
27 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
28 they will not be permitted to keep any confidential information unless they sign the

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1 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
2 agreed by the Designating Party or ordered by the court. Pages of transcribed
3 deposition testimony or exhibits to depositions that reveal Protected Material may
4 be separately bound by the court reporter and may not be disclosed to anyone except
5 as permitted under this Stipulated Protective Order; and

6 (i) any mediator or settlement officer, and their supporting personnel,
7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 (j) reinsurers of the Receiving Party, who have a need to review the
9 Protected Material for purposes related to this Action, and who have signed the
10 "Acknowledgment and Agreement to Be Bound" (Exhibit A). The Receiving Party
11 shall maintain a list of all reinsurers to whom Protected Material is disclosed and
12 shall make that list available to the Designating Party upon request.

13 (k) accountants of the Receiving Party, who have a need to review the
14 Protected Material for purposes related to this Action, and who have signed the
15 "Acknowledgment and Agreement to Be Bound" (Exhibit A). The Receiving Party
16 shall maintain a list of all accountants to whom Protected Material is disclosed and
17 shall make that list available to the Designating Party upon request.

18 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS'
19 EYES ONLY" Information or Items. Unless otherwise ordered by the court or
20 permitted in writing by the Designating Party, a Receiving Party may disclose any
21 information or item designated "HIGHLY CONFIDENTIAL – ATTORNEYS'
22 EYES ONLY" only to:

23 (a) the Receiving Party's Outside Counsel of Record in this Action, as
24 well as employees of said Outside Counsel of Record to whom it is reasonably
25 necessary to disclose the information for this Action;

26 (b) the officers, directors, and employees (including House Counsel) of
27 the Receiving Party to whom disclosure is reasonably necessary for this Action;

28 (c) Experts (as defined in this Order) of the Receiving Party to whom

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disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(h) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

(i) reinsurers of the Receiving Party, who have a need to review the Protected Material for purposes related to this Action, and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A). The Receiving Party shall maintain a list of all reinsurers to whom Protected Material is disclosed and shall make that list available to the Designating Party upon request.

(k) accountants of the Receiving Party, who have a need to review the Protected Material for purposes related to this Action, and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A). The Receiving Party shall maintain a list of all accountants to whom Protected Material is disclosed and shall make that list available to the Designating Party upon request.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," that Party must:

(a) promptly notify in writing the Designating Party. Such notification

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1 shall include a copy of the subpoena or court order;

2 (b) promptly notify in writing the party who caused the subpoena or
3 order to issue in the other litigation that some or all of the material covered by the
4 subpoena or order is subject to this Protective Order. Such notification shall include
5 a copy of this Stipulated Protective Order; and

6 (c) cooperate with respect to all reasonable procedures sought to be
7 pursued by the Designating Party whose Protected Material may be affected.

8 If the Designating Party timely seeks a protective order, the Party served with
9 the subpoena or court order shall not produce any information designated in this
10 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
11 EYES ONLY" before a determination by the court from which the subpoena or
12 order issued, unless the Party has obtained the Designating Party's permission. The
13 Designating Party shall bear the burden and expense of seeking protection in that
14 court of its confidential material and nothing in these provisions should be construed
15 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
16 directive from another court.

17 9. NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
18 PRODUCED IN THIS LITIGATION

19 (a) The terms of this Order are applicable to information produced by a
20 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
21 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by
22 Non-Parties in connection with this litigation is protected by the remedies and relief
23 provided by this Order. Nothing in these provisions should be construed as
24 prohibiting a Non-Party from seeking additional protections.

25 (b) In the event that a Party is required, by a valid discovery request, to
26 produce a Non-Party's confidential information in its possession, and the Party is
27 subject to an agreement with the Non-Party not to produce the Non-Party's
28 confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately:

(a) Notify the Designating Party in writing of the unauthorized disclosures, including (i) the information or item disclosed, (ii) to whom it was disclosed, and (iii) the date and circumstances of the disclosure;

(b) Use its best efforts to retrieve all unauthorized copies of the Protected Material;

(c) Inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order; and

(d) Request such person or persons to execute the "Acknowledgment

1 and Agreement to Be Bound" that is attached hereto as Exhibit A.

2 The Receiving Party shall provide prompt written notice to the Producing
3 Party of the unauthorized disclosure and shall provide a detailed account of the
4 circumstances surrounding the unauthorized disclosure. The Receiving Party shall
5 take all necessary and appropriate measures to retrieve the improperly disclosed
6 Protected Material and ensure that no further unauthorized disclosures occur.

7 11. INADVERTENT PRODUCTION OF PRIVILEGED OR
8 OTHERWISE PROTECTED MATERIAL

9 When a Producing Party gives notice to Receiving Parties that certain
10 inadvertently produced material is subject to a claim of privilege or other protection,
11 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
12 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
13 may be established in an e-discovery order that provides for production without
14 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar
15 as the parties reach an agreement on the effect of disclosure of a communication or
16 information covered by the attorney-client privilege or work product protection, the
17 parties may incorporate their agreement in the stipulated protective order submitted
18 to the court.

19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the right
21 of any person to seek its modification by the Court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of
23 this Protective Order, no Party waives any right it otherwise would have to object to
24 disclosing or producing any information or item on any ground not addressed in this
25 Stipulated Protective Order. Similarly, no Party waives any right to object on any
26 ground to use in evidence of any of the material covered by this Protective Order.

27 12.3 Filing Protected Material. A Party that seeks to file under seal
28 any Protected Material must comply with Civil Local Rule 79-5. Protected Material

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1 may only be filed under seal pursuant to a court order authorizing the sealing of the
2 specific Protected Material at issue. If a Party's request to file Protected Material
3 under seal is denied by the court, then the Receiving Party may file the information
4 in the public record unless otherwise instructed by the court.

5 13. FINAL DISPOSITION

6 After the final disposition of this Action, as defined in paragraph 4, within 60
7 days of a written request by the Designating Party, each Receiving Party must return
8 all Protected Material to the Producing Party or destroy such material. As used in
9 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
10 summaries, and any other format reproducing or capturing any of the Protected
11 Material. Whether the Protected Material is returned or destroyed, the Receiving
12 Party must submit a written certification to the Producing Party (and, if not the same
13 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
14 (by category, where appropriate) all the Protected Material that was returned or
15 destroyed and (2) affirms that the Receiving Party has not retained any copies,
16 abstracts, compilations, summaries or any other format reproducing or capturing any
17 of the Protected Material.

18 Notwithstanding this provision, Counsel are entitled to retain an archival copy
19 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
20 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
21 work product, and consultant and expert work product, even if such materials
22 contain Protected Material, to the extent required by applicable law, regulation, or
23 company policy. Any such archival copies that contain or constitute Protected
24 Material remain subject to this Protective Order. The Receiving Party will provide
25 notice to the Producing Party identifying any Protected Material being retained
26 pursuant to this provision.

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1 14. RESERVATION OF RIGHTS

2 By agreeing to this Order, no Party waives any right it otherwise would have
3 to object to any other Party's designation of material as "CONFIDENTIAL" or
4 "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY," or to move to
5 modify the terms of this Order. A Party's failure to challenge a designation shall not
6 preclude a subsequent challenge to that designation.

7 15. VIOLATION

8 Any violation of this Order may be punished by any and all appropriate
9 measures including, without limitation, contempt proceedings and/or monetary
10 sanctions.

11 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

12
13 Dated: February 10, 2025

WALSWORTH LLP

14
15
16 By: /s/ Angela Martin

17 JEAN M. DALY

18 CHRISTY GARGALIS

19 ANGELA MARTIN

20 ROBERT KUBLER

21 Attorneys for Plaintiff/Counter-defendant

22 FEDERAL INSURANCE COMPANY
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1 Dated: January 29, 2025

LAW OFFICES OF MOHAMMAD A.
FAKHREDDINE

4 By: /s/ Mohammad A. Fakhreddine (auth. 1-29-25)

5 MOHAMMAD A. FAKHREDDINE
6 Attorneys for
7 Defendants/Counterclaimants/Cross-
8 complainants ZENITH
9 MANUFACTURING, INC.; PRISM MFG,
10 INC.; PRISM STRUCTURES, INC.;
11 HALLER, LLC; SPHERE ALLIANCE
12 INC. DBA ADVANCED AIRCRAFT
13 SEAL; FINOVA, LLC; FLARE GROUP
14 DBA AVIATION EQUIPMENT
15 PROCESSING; FLARE HOLDINGS,
16 LLC; DORA DORA, LLC; MAD ATOM,
17 LLC; PRISM AEROSPACE; STYLEX,
18 LLC ; COAST TO COAST
19 MANUFACTURING; TORRANCE
20 ALUMINUM; FIRE WINDOWS &
21 DOORS; GENESIS AERO
22 STRUCTURES; GATEWAY BUSINESS
23 COMPLEX, LLC; AND; GRAND
24 TERRACE HOLDINGS, LLC.

19 Dated: February 10, 2025

COLLINS + COLLINS LLP

22 By: /s/ Adam A. Ainslie (auth. 2-10-25)

23 ADAM A. AINSLIE
24 ROBERT S. KAHN
25 Attorneys for Third-Party Defendant
26 DOCHTERMAN INSURANCE
27 SERVICES, INC. (erroneously sued as
28 PRECISION MANUFACTURING
INSURANCE SERVICES)

Attestation under Local Rule 5-4.3.4

I, Angela Martin, am the ECF user whose ID and password are being used to file this STIPULATION FOR PROTECTIVE ORDER. In compliance with Local Rule 5-4.3.4, I hereby attest that counsel Mohammad Fakhreddine, Esq. and Adam A. Ainslie, Esq. have concurred in filing and approved his signature.

Dated: February 10, 2025

WALSWORTH, LLP

By: /s/ Angela Martin

ANGELA MARTIN

Attorneys for Plaintiff FEDERAL
INSURANCE COMPANY

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PROOF OF SERVICE

**Federal Insurance Company v. Zenith Manufacturing, Inc., et al.
Case No. 5:23-cv-01831-TJH-KK**

STATE OF CALIFORNIA, COUNTY OF ORANGE

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of . My business address is 19900 MacArthur Blvd., Suite 1150, Irvine, CA 92612-2445.

On February 11, 2025, I served true copies of the following document(s) described as **STIPULATION FOR PROTECTIVE ORDER** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY CM/ECF NOTICE OF ELECTRONIC FILING: I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on February 11, 2025, at Irvine, California.



Debra Halberstadt

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SERVICE LIST
Federal Insurance Company v. Zenith Manufacturing, Inc., et al.
Case No. 5:23-cv-01831-TJH-KK

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Kathy Lee, Esq. Attorneys for Cross-Defendant,
Brian K. Stewart, Esq. Dochterman Insurance Services, Inc.
Adam A. Ainslie, Esq. (erroneously sued as Precision
Robert S. Kahn, Esq. Manufacturing Insurance Services)
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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

FEDERAL INSURANCE COMPANY,
an Indiana Corporation,

Plaintiff,

v.

ZENITH MANUFACTURING, INC.;
PRISM MFG, INC.; PRISM
STRUCTURES, INC.; HALLER, LLC;
SPHERE ALLIANCE INC. DBA
ADVANCED AIRCRAFT SEAL;
FINOVA, LLC; FLARE GROUP DBA
AVIATION EQUIPMENT
PROCESSING; FLARE HOLDINGS,
LLC; DORA DORA, LLC; MAD
ATOM, LLC; PRISM AEROSPACE;
STYLEX, LLC ; COAST TO COAST
MANUFACTURING; TORRANCE
ALUMINUM; FIRE WINDOWS &
DOORS; GENESIS AERO
STRUCTURES; GATEWAY
BUSINESS COMPLEX, LLC; AND;
GRAND TERRACE HOLDINGS,
LLC,

Defendants.

ZENITH MANUFACTURING, INC.;
PRISM MFG, INC.; PRISM
STRUCTURES, INC.; HALLER, LLC;
SPHERE ALLIANCE, INC. DBA
ADVANCED AIRCRAFT SEAL;
FINOVA. LLC; FLARE GROUP DBA

Case No. 5:24-cv-00519-TJH(SHKx)

**PROPOSED ORDER ON
STIPULATION FOR PROTECTIVE
ORDER**

Judge: Honorable Terry J. Hatter, Jr.

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1 AVIATION EQUIPMENT
2 PROCESSING; FLARE HOLDINGS,
3 LLC; DORA DORA, LLC' MAD
4 ATOM, LLC; PRISM AEROSPACE;
5 STYLEX LLC DBA COAST TO
6 COAST MANUFACTURING
7 TORRANCE ALUMINUM
8 WINDOWS DBA TORRANCE
9 ALUMINUM AND FIRE WINDOWS
10 & DOORS; GENESIS AERO
11 STRUCTURES, LLC; GATEWAY
12 BUSINESS COMPLEX, LLC;
13 GRAND TERRANCE HOLDINGS,
14 LLC,

Counterclaimants,

Vs.

10 FEDERAL INSURANCE COMPANY,
11 an Indiana Corporation;

Counterdefendant.

13 ZENITH MANUFACTURING, INC.;
14 PRISM MFG, INC.; PRISM
15 STRUCTURES, INC.; HALLER, LLC;
16 SPHERE ALLIANCE, INC. DBA
17 ADVANCED AIRCRAFT SEAL
18 FINOVA, LLC; FLARE GROUP DBA
19 AVIATION EQUIPMENT
20 PROCESSING; FLARE HOLDINGS,
21 LLC; DORA DORA LLC; MAD
22 ATOM LLC; PRISM AEROSPACE;
23 STYLEX LLC DBA COAST TO
24 COAST MANUFACTURING;
25 TORRANCE ALUMINUM
26 WINDOWS DBA TORRANCE
27 ALUMINUM AND FIRE WINDOWS
28 & DOORS; GENESIS AERO
STRUCTURES, LLC; GATEWAY
BUSINESS COMPLEX, LLC;
GRAND TERRANCE HOLDINGS,
LLC,

Crossclaimants,

Vs.

FEDERA,

Crossdefendant.

///

Pursuant to the Fed. R. Civ. P. 26(c), the stipulation of the parties, and for good cause showing, the Court hereby enters the following Protective Order as follows:

1.1 PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this Action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted.

The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

The parties further acknowledge that this Stipulated Protective Order does not govern the use at trial of material designated under this Order. The use of designated material at trial shall be governed by the Orders of the trial judge.

1.2 GOOD CAUSE STATEMENT

This Action is likely to involve trade secrets, customer and pricing information and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this Action is warranted.

Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law.

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1 Accordingly, to expedite the flow of information, to facilitate the prompt
2 resolution of disputes over confidentiality of discovery materials, to adequately
3 protect information the parties are entitled to keep confidential, to ensure that the
4 parties are permitted reasonable necessary uses of such material in preparation for
5 and in the conduct of trial, to address their handling at the end of the litigation, and
6 serve the ends of justice, a protective order for such information is justified in this
7 matter.

8 It is the intent of the parties that information will not be designated as
9 confidential for tactical reasons and that nothing be so designated without a good
10 faith belief that it has been maintained in a confidential, non-public manner, and
11 there is good cause why it should not be part of the public record of this case.

12 2. DEFINITIONS

13 2.1 Action: Federal Insurance Company v. Zenith Manufacturing,
14 Inc., Et al. Case No. 5:24-cv-00519-TJH-SHKx, pending in the United States
15 District Court for the Central District of California.

16 2.2 Challenging Party: a Party or Non-Party that challenges the
17 designation of information or items under this Order.

18 2.3. "CONFIDENTIAL" Information or Items: information
19 (regardless of how it is generated, stored or maintained) or tangible things that
20 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified
21 above in the Good Cause Statement.

22 2.4 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"
23 Information or Items: extremely sensitive "Confidential Information or Items,"
24 disclosure of which to another Party or Non-Party would create a substantial risk of
25 serious harm that could not be avoided by less restrictive means.

26 2.5 Counsel: Outside Counsel of Record and House Counsel (as well
27 as their support staff).

28 2.6 Designating Party: a Party or Non-Party that designates

1 information or items that it produces in disclosures or in responses to discovery as
2 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
3 ONLY."

4 2.7 Disclosure or Discovery Material: all items or information,
5 regardless of the medium or manner in which it is generated, stored, or maintained
6 (including, among other things, testimony, transcripts, and tangible things), that are
7 produced or generated in disclosures or responses to discovery in this matter.

8 2.8 Expert: a person with specialized knowledge or experience in a
9 matter pertinent to the litigation who has been retained by a Party or its counsel to
10 serve as an expert witness or as a consultant in this Action.

11 2.9 House Counsel: attorneys who are employees of a party to this
12 Action. House Counsel does not include Outside Counsel of Record or any other
13 outside counsel.

14 2.10 Non-Party: any natural person, partnership, corporation,
15 association, or other legal entity not named as a Party to this action.

16 2.11. Outside Counsel of Record: attorneys who are not employees of
17 a party to this Action but are retained to represent or advise a party to this Action
18 and have appeared in this Action on behalf of that party or are affiliated with a law
19 firm which has appeared on behalf of that party, and includes support staff.

20 2.12 Party: any party to this Action, including all of its officers,
21 directors, employees, consultants, retained experts, and Outside Counsel of Record
22 (and their support staffs).

23 2.13 Producing Party: a Party or Non-Party that produces Disclosure
24 or Discovery Material in this Action.

25 2.14 Professional Vendors: persons or entities that provide litigation
26 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)
28 and their employees and subcontractors.

2.15 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulated Protective Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or

1 written communications that qualify so that other portions of the material,
2 documents, items, or communications for which protection is not warranted are not
3 swept unjustifiably within the ambit of this Order.

4 Mass, indiscriminate, or routinized designations are prohibited. Designations
5 that are shown to be clearly unjustified or that have been made for an improper
6 purpose (e.g., to unnecessarily encumber the case development process or to impose
7 unnecessary expenses and burdens on other parties) may expose the Designating
8 Party to sanctions.

9 If it comes to a Designating Party's attention that information or items that it
10 designated for protection do not qualify for protection, that Designating Party must
11 promptly notify all other Parties that it is withdrawing the inapplicable designation.

12 5.2 Manner and Timing of Designations. Except as otherwise
13 provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as
14 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
15 protection under this Order must be clearly so designated before the material is
16 disclosed or produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic
19 documents, but excluding transcripts of depositions or other pretrial or trial
20 proceedings), that the Producing Party affix at a minimum, the legend
21 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
22 ONLY" to each page that contains protected material. If only a portion or portions
23 of the material on a page qualifies for protection, the Producing Party also must
24 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
25 margins).

26 (b) for testimony given in depositions, that the Designating Party
27 identify the Disclosure or Discovery Material on the record, before the close of the
28 deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the

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1 Designating Party an opportunity to review the designated material, to reconsider
2 the circumstances, and, if no change in designation is offered, to explain the basis
3 for the chosen designation. A Challenging Party may proceed to the next stage of
4 the challenge process only if it has engaged in this meet and confer process first or
5 establishes that the Designating Party is unwilling to participate in the meet and
6 confer process in a timely manner.

7 7. ACCESS TO AND USE OF PROTECTED MATERIAL

8 7.1 Basic Principles. A Receiving Party may use Protected Material
9 that is disclosed or produced by another Party or by a Non-Party in connection with
10 this Action only for prosecuting, defending, or attempting to settle this Action. Such
11 Protected Material may be disclosed only to the categories of persons and under the
12 conditions described in this Order. When the Action has been terminated, a
13 Receiving Party must comply with the provisions of section 13 below (FINAL
14 DISPOSITION).

15 Protected Material must be stored and maintained by a Receiving Party at a
16 location and in a secure manner that ensures that access is limited to the persons
17 authorized under this Order.

18 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
19 otherwise ordered by the court or permitted in writing by the Designating Party, a
20 Receiving Party may disclose any information or item designated
21 "CONFIDENTIAL" only to:

22 (a) the Receiving Party's Outside Counsel of Record in this Action, as
23 well as employees of said Outside Counsel of Record to whom it is reasonably
24 necessary to disclose the information for this Action;

25 (b) the officers, directors, and employees (including House Counsel) of
26 the Receiving Party to whom disclosure is reasonably necessary for this Action;

27 (c) Experts (as defined in this Order) of the Receiving Party to whom
28 disclosure is reasonably necessary for this Action and who have signed the

1 "Acknowledgment and Agreement to Be Bound" (Exhibit A);
2 (d) the court and its personnel;
3 (e) court reporters and their staff;
4 (f) professional jury or trial consultants, mock jurors, and Professional
5 Vendors to whom disclosure is reasonably necessary for this Action and who have
6 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);
7 (g) the author or recipient of a document containing the information or
8 a custodian or other person who otherwise possessed or knew the information;
9 (h) during their depositions, witnesses, and attorneys for witnesses, in
10 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
11 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
12 they will not be permitted to keep any confidential information unless they sign the
13 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
14 agreed by the Designating Party or ordered by the court. Pages of transcribed
15 deposition testimony or exhibits to depositions that reveal Protected Material may
16 be separately bound by the court reporter and may not be disclosed to anyone except
17 as permitted under this Stipulated Protective Order; and
18 (i) any mediator or settlement officer, and their supporting personnel,
19 mutually agreed upon by any of the parties engaged in settlement discussions.
20 (j) reinsurers of the Receiving Party, who have a need to review the
21 Protected Material for purposes related to this Action, and who have signed the
22 "Acknowledgment and Agreement to Be Bound" (Exhibit A). The Receiving Party
23 shall maintain a list of all reinsurers to whom Protected Material is disclosed and
24 shall make that list available to the Designating Party upon request.
25 (k) accountants of the Receiving Party, who have a need to review the
26 Protected Material for purposes related to this Action, and who have signed the
27 "Acknowledgment and Agreement to Be Bound" (Exhibit A). The Receiving Party
28 shall maintain a list of all accountants to whom Protected Material is disclosed and

1 shall make that list available to the Designating Party upon request.

2 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS'
3 EYES ONLY" Information or Items. Unless otherwise ordered by the court or
4 permitted in writing by the Designating Party, a Receiving Party may disclose any
5 information or item designated "HIGHLY CONFIDENTIAL – ATTORNEYS'
6 EYES ONLY" only to:

7 (a) the Receiving Party's Outside Counsel of Record in this Action, as
8 well as employees of said Outside Counsel of Record to whom it is reasonably
9 necessary to disclose the information for this Action;

10 (b) the officers, directors, and employees (including House Counsel) of
11 the Receiving Party to whom disclosure is reasonably necessary for this Action;

12 (c) Experts (as defined in this Order) of the Receiving Party to whom
13 disclosure is reasonably necessary for this Action and who have signed the
14 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

15 (d) the court and its personnel;

16 (e) court reporters and their staff;

17 (f) professional jury or trial consultants, mock jurors, and Professional
18 Vendors to whom disclosure is reasonably necessary for this Action and who have
19 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

20 (g) the author or recipient of a document containing the information or
21 a custodian or other person who otherwise possessed or knew the information; and

22 (h) any mediator or settlement officer, and their supporting personnel,
23 mutually agreed upon by any of the parties engaged in settlement discussions.

24 (i) reinsurers of the Receiving Party, who have a need to review the
25 Protected Material for purposes related to this Action, and who have signed the
26 "Acknowledgment and Agreement to Be Bound" (Exhibit A). The Receiving Party
27 shall maintain a list of all reinsurers to whom Protected Material is disclosed and
28 shall make that list available to the Designating Party upon request.

(k) accountants of the Receiving Party, who have a need to review the Protected Material for purposes related to this Action, and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A). The Receiving Party shall maintain a list of all accountants to whom Protected Material is disclosed and shall make that list available to the Designating Party upon request.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

1 9. NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a
4 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
5 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by
6 Non-Parties in connection with this litigation is protected by the remedies and relief
7 provided by this Order. Nothing in these provisions should be construed as
8 prohibiting a Non-Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to
10 produce a Non-Party's confidential information in its possession, and the Party is
11 subject to an agreement with the Non-Party not to produce the Non-Party's
12 confidential information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-
14 Party that some or all of the information requested is subject to a confidentiality
15 agreement with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulated
17 Protective Order in this Action, the relevant discovery request(s), and a reasonably
18 specific description of the information requested; and

19 (3) make the information requested available for inspection by
20 the Non-Party, if requested.

21 (c) If the Non-Party fails to seek a protective order from this court
22 within 14 days of receiving the notice and accompanying information, the Receiving
23 Party may produce the Non-Party's confidential information responsive to the
24 discovery request. If the Non-Party timely seeks a protective order, the Receiving
25 Party shall not produce any information in its possession or control that is subject to
26 the confidentiality agreement with the Non-Party before a determination by the
27 court. Absent a court order to the contrary, the Non-Party shall bear the burden and
28 expense of seeking protection in this court of its Protected Material.

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10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately:

(a) Notify the Designating Party in writing of the unauthorized disclosures, including (i) the information or item disclosed, (ii) to whom it was disclosed, and (iii) the date and circumstances of the disclosure;

(b) Use its best efforts to retrieve all unauthorized copies of the Protected Material;

(c) Inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order; and

(d) Request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

The Receiving Party shall provide prompt written notice to the Producing Party of the unauthorized disclosure and shall provide a detailed account of the circumstances surrounding the unauthorized disclosure. The Receiving Party shall take all necessary and appropriate measures to retrieve the improperly disclosed Protected Material and ensure that no further unauthorized disclosures occur.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the

1 parties may incorporate their agreement in the stipulated protective order submitted
2 to the court.

3 12. MISCELLANEOUS

4 12.1 Right to Further Relief. Nothing in this Order abridges the right
5 of any person to seek its modification by the Court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of
7 this Protective Order, no Party waives any right it otherwise would have to object to
8 disclosing or producing any information or item on any ground not addressed in this
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any
10 ground to use in evidence of any of the material covered by this Protective Order.

11 12.3 Filing Protected Material. A Party that seeks to file under seal
12 any Protected Material must comply with Civil Local Rule 79-5. Protected Material
13 may only be filed under seal pursuant to a court order authorizing the sealing of the
14 specific Protected Material at issue. If a Party's request to file Protected Material
15 under seal is denied by the court, then the Receiving Party may file the information
16 in the public record unless otherwise instructed by the court.

17 13. FINAL DISPOSITION

18 After the final disposition of this Action, as defined in paragraph 4, within 60
19 days of a written request by the Designating Party, each Receiving Party must return
20 all Protected Material to the Producing Party or destroy such material. As used in
21 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
22 summaries, and any other format reproducing or capturing any of the Protected
23 Material. Whether the Protected Material is returned or destroyed, the Receiving
24 Party must submit a written certification to the Producing Party (and, if not the same
25 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
26 (by category, where appropriate) all the Protected Material that was returned or
27 destroyed and (2) affirms that the Receiving Party has not retained any copies,
28 abstracts, compilations, summaries or any other format reproducing or capturing any

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1 of the Protected Material.

2 Notwithstanding this provision, Counsel are entitled to retain an archival copy
3 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
4 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
5 work product, and consultant and expert work product, even if such materials
6 contain Protected Material, to the extent required by applicable law, regulation, or
7 company policy. Any such archival copies that contain or constitute Protected
8 Material remain subject to this Protective Order. The Receiving Party will provide
9 notice to the Producing Party identifying any Protected Material being retained
10 pursuant to this provision.

11 14. RESERVATION OF RIGHTS

12 By agreeing to this Order, no Party waives any right it otherwise would have
13 to object to any other Party's designation of material as "CONFIDENTIAL" or
14 "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY," or to move to
15 modify the terms of this Order. A Party's failure to challenge a designation shall not
16 preclude a subsequent challenge to that designation.

17 15. VIOLATION

18 Any violation of this Order may be punished by any and all appropriate
19 measures including, without limitation, contempt proceedings and/or monetary
20 sanctions.

21
22 **SO ORDERED.**

23 DATED: February 13, 2025

24
25 

26 Shashi H. Kewalramani
27 United States Magistrate Judge .
28

PROOF OF SERVICE

**Federal Insurance Company v. Zenith Manufacturing, Inc., et al.
Case No. 5:23-cv-01831-TJH-KK**

STATE OF CALIFORNIA, COUNTY OF ORANGE

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of . My business address is 19900 MacArthur Blvd., Suite 1150, Irvine, CA 92612-2445.

On February 11, 2025, I served true copies of the following document(s) described as **PROPOSED ORDER ON STIPULATION FOR PROTECTIVE ORDER** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY CM/ECF NOTICE OF ELECTRONIC FILING: I electronically filed the document(s) with the Clerk of the Court by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system. Participants in the case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on February 11, 2025, at Irvine, California.



Debra Halberstadt

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SERVICE LIST
Federal Insurance Company v. Zenith Manufacturing, Inc., et al.
Case No. 5:23-cv-01831-TJH-KK

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